

RECEIVED

99 AUG 16 PM 4:28

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

Pacific Islands Discussion Agreement
FMC Agreement No. 203-011574-006
Substitute First Revised Page No. 4

distribute or exchange information relating to trade conditions, costs or revenues of the parties of other persons, or any other matter pertaining to the Trade; and may meet with shippers, shipper groups or other persons. Action under this Agreement (including adoption of any modification to this Agreement) may be taken at any meeting or by written or oral approval, but no modification of this Agreement may be adopted unless approval by all the parties hereto.

5.5 The parties are authorized to discuss and agree upon voluntary guidelines relating to the terms and procedures of their individual service contracts. Any such guidelines shall explicitly state the right of the parties to not follow the guidelines. Any such guidelines shall be confidentially submitted to the Commission.

ARTICLE 6 - OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

6.1 The parties may appoint a chairman and may employ administrative personnel, attorneys and other persons to perform service in connection with this Agreement and otherwise provide for administrative and housekeeping arrangements.

6.2 The following individuals each has the authority on behalf of the parties hereto to file this Agreement with the Federal Maritime Commission, and execute and file any modification to this Agreement agreed to by the parties and to submit any associated materials in support thereof, as well as the authority to delegate same.

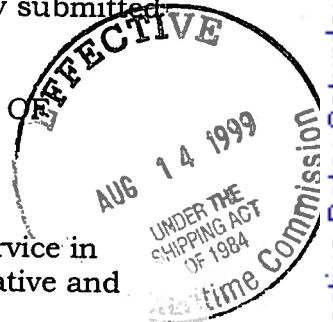
Legal counsel for this Agreement and each of the carrier parties hereto.

ARTICLE 7 - MEMBERSHIP, WITHDRAWAL, READMISSIONS AND EXPULSION

(a) Any ocean common carrier providing service in the Trade may hereafter become a party to this Agreement by signing the Agreement or a counterpart copy thereof.

(b) No party may be expelled from this Agreement against its will or otherwise terminated as a party except for abandonment of service. No expulsion shall become effective until a detailed statement setting forth reasons therefor has been furnished to the expelled party.

(c) Any party may withdraw from this Agreement at any time upon 15 days' written notice to the other parties.



1999 AUG 17 PM 10:04
FEDERAL MARITIME COMMISSION
OFFICE OF ECONOMIC & COMM ANAL

RECEIVED

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereby agree this 30th day of June, 1999 to amend this Agreement as per the attached First Revised Page No. 4 and to file same with the U.S. Federal Maritime Commission.

P&O NEDLLOYD LIMITED

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

POLYNESIA LINE LTD.

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

SOUTH PACIFIC CONTAINER LINE

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

FESCO OCEAN MANAGEMENT
LIMITED

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

HAMBURG SUDAMERIKANISCHE
DAMPFSCHIFFFAHRTS-GESELLSCHAFT
EGGERT & AMSINCK ("Columbus Line")

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact